

AUTOMOTIVE AND INDUSTRIAL LUBRICANTS CONTRACT

This Contract made the 5th day of January, 1953, at CITY OF REDLANDS, REDLANDS, CALIFORNIA, TIDE WATER ASSOCIATED OIL COMPANY, a Delaware Corporation, hereinafter called "Seller" and _____ (and affiliated and subsidiary companies now or hereafter acquired), hereinafter called "Buyer".

WITNESSETH:

1. TERM AND QUANTITY: Seller shall sell and deliver to Buyer and Buyer shall purchase and take from Seller, at Redlands, California, or at other points as Seller and Buyer shall agree from time to time, Buyer's requirements of automotive and industrial lubricants marketed by Seller, during the period from the 1st day of February, 1953, to the 31st day of January, 1954. Seller shall have the right at its option to terminate this contract without notice if Buyer breaches any of the provisions hereof. The quantity of each grade shall not exceed the quantity set forth in Paragraph 3 without the written consent of Seller.

2. PRODUCTS: The products covered by this contract are such automotive and industrial lubricants as are marketed by Seller in Buyer's territory, provided, however, that Seller may at any time discontinue the marketing of any brand of lubricants, either generally or in Buyer's territory, in which event Seller and Buyer shall be released from all obligations hereunder relating to the purchase and sale of such brand or grade of lubricant, but no other.

3. PRICES: Buyer shall pay Seller for all deliveries hereunder, Seller's posted price, including thereon per cent (10%) of ex-tax zone #1 prices on oils, and less one-half cent (\$.005) per pound on greases.

For information only, Seller's prices, inclusive of Federal Excise Tax, to Buyer, as of date hereof, are:

Maximum prices, subject only to increases in taxes as hereinafter provided, to be paid by Buyer for deliveries hereunder, shall be Buyer's price, as of date hereof, for quantity delivered, as herein indicated.

QUANTITY	PRODUCT	AUTOMOTIVE OILS		INDUSTRIAL OILS
		PER GAL. BULK OR RETURNABLE DRUMS	PER GAL. BULK OR RETURNABLE DRUMS	PER GAL. BULK OR RETURNABLE DRUMS
		20 OR MORE GALS.	10 TO 19 GALS.	10 OR MORE GALS.
960 Gals.	Tydol H.D. Motor Oil SAE 10-20-20W-30-40-50		\$.6405	
208 Gals.	Tydol H.D. Motor Oil SAE 10-20-20W-30-40-50 ¹		\$.717	

GREASES PER POUND IN		
BULK OR NON-RETURNABLE CONTAINERS		
400# LIGHT DRUM	100# DRUM	35# BUCKET

4800 lbs.	Veedol Multigear Lubricant "B" SAE 80-90-140-250	\$.1275
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Buyer may purchase lubricants hereunder without payment of Federal Excise Tax, upon delivery to Seller of exemption certificate satisfactory to the U.S. Government.

4. THE CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS CONTRACT.

TIDE WATER ASSOCIATED OIL COMPANY

BY

[Signature]
Asst. Mgr. Wholesale Sales

City of Redlands

(Buyer)

BY

[Signature]
Title

MAILING ADDRESS City Hall

CITY & STATE Redlands Calif.

5. TAXES: Any tax or increase in tax, levied by governmental authority, now or hereafter in effect, except as specifically included in the prices specified herein, and in any manner affecting sales or delivery hereunder, shall be added to each of the prices specified herein and shall be paid by Buyer. (See continuation below)

6. DELIVERIES: All products shall be delivered with reasonable promptness on Buyer's orders and Seller shall make deliveries in its usual manner. Seller shall make deliveries during business hours only and not on Sundays or holidays, except at Seller's option.

Deliveries shall be made in fairly equal quantities and Seller reserves the right to refuse deliveries in abnormal quantities or in quantities in excess of Buyer's usual requirements. Buyer shall provide facilities for unloading all common carriers, and shall promptly receive and unload same, pay additional charges or damages for time said vehicles are retained beyond free time allowed after arrival at destination, and return empty cars as instructed by Seller.

7. RESALE PRICE: Buyer agrees at any time upon the written request of Seller pursuant to the Fair Trade Act of the State in which delivery is made hereunder not to sell or to offer or advertise for sale any products purchased hereunder at less than Seller's posted authorized selling price for said products and type of sale in effect at time and for the place of resale.

8. CLAIMS: Buyer waives any claim against Seller as to price or quantity of any delivery of products hereunder, unless such claim is made by Buyer to Seller in writing within forty-eight (48) hours after such delivery.

9. CONTAINERS: Containers furnished by Seller to Buyer shall remain property of Seller, except in event Seller's prices include cost of said containers. Seller's containers are furnished for the term of this contract, subject to return thereafter in good condition with (see continuation below) containers are not so returned, Buyer agrees to pay Seller's established container charge.

10. PAYMENTS: Payment shall be made by Buyer to Seller on terms satisfactory to Seller and as advised by Seller from time to time. If, at any time, Buyer's financial responsibility or payments are unsatisfactory to Seller, cash payments must be made or security furnished satisfactory to Seller. Buyer agrees to furnish all credit and financial information whenever requested by Seller.

11. FORCE MAJEURE: Seller shall not be liable in damages or otherwise when deliveries are prevented, delayed or otherwise affected, or changes in quality or discontinuance of any of its types or sizes of containers are necessitated, by or in connection with an embargo, order, requisition or request of any government or acting authority, Act of God, fire, storm, flood, earthquake, war, strike, industrial disturbance, accident, inability to secure supplies in the open market, failure or impairment of Seller's supplies in the open market, failure or impairment of Seller's supplies or the facilities of production, transportation, manufacture or distribution regularly used in the ordinary course of Seller's business, joinder of Seller in any curtailment, rationing or proration program, whether voluntary or involuntary, or any other causes whatsoever beyond Seller's control, whether or not similar to the causes enumerated herein. Buyer may purchase elsewhere, but without recourse to Seller, any product which Seller fails to deliver because of any causes. Upon cessation of such causes, deliveries shall be resumed hereunder, but not beyond the period hereof, nor, except by mutual agreement, in any greater amounts than required to be delivered during the unexpired period of the contract, excluding amounts undelivered during the period Seller is excused from making deliveries. If any such causes hinder or delay Seller from making deliveries to all its customers, failure to make deliveries to Buyer, in whole or in part, while making deliveries to others, shall not be a violation of the contract. Seller may apportion its available supply among its customers in such manner as it may determine.

12. BRANDS: Seller may at any time change the brand name or any distinctive designation of any of its products. Should it do so, this contract shall be deemed to cover products of the new names or designations to the same extent as if said names or designations were specifically set forth herein.

13. WAIVER: The waiver of any breach of any of the provisions hereof shall not be deemed a waiver of any succeeding or other breach.

14. EXECUTION AND EFFECT: This contract supersedes all agreements of a prior date between the parties hereto or their predecessors in interest, relating to the subject matter hereof, excepting only that Buyer agrees to pay Seller in accordance with its delivery tickets or statements rendered for all products delivered to Buyer thereunder. This contract shall not be assigned by Buyer, or by operation of law, without Seller's prior written consent. This contract contains the entire agreement between the parties, there being no oral promises, representations or warranties affecting it. Subject to the provisions of this Article, this contract shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns. This contract or any modification thereof shall not be binding upon Seller until signed on its behalf by its proper manager. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

5. Taxes (continued) - California Retail Sales Tax is not included in prices shown. Said Tax will be added as a separate item to invoices and paid by Buyer.

9. Any new stipulation which Seller shall make regarding containers in which products are delivered, Seller reserves the right to put into force with regard to this contract.

CONTRACT FOR GOVERNMENTAL AGENCIES

This contract was made the 5th day of January, 1953, between
TIDE WATER ASSOCIATED OIL COMPANY, a Delaware corporation, hereinafter called 'Seller' and

City of Redlands - Redlands, California
hereinafter called "Buyer."

WITNESSETH:

1. TERM AND QUANTITY: Seller shall sell and deliver to Buyer and Buyer shall purchase and take from Seller, into Buyer's bulk storage facilities at Redlands, California or at other points to which Seller regularly makes truck deliveries, 100% of Buyer's requirements of gasolines for consumption and not for resale, during the period from the 1st day of February, 1953 to the 31st day of January, 1954. Seller shall have the right at its option to terminate this contract without notice if Buyer resells or offers for resale any of said gasoline or breaches any of the provisions hereof or during any thirty (30) day period hereof purchases hereunder less than one hundred (100) gallons of gasoline. Seller shall not be obligated, except at its option, to sell or deliver hereunder during any calendar month gasoline in excess of 10000 gallons.

2. PRODUCTS: The products covered by this contract are Associated Flying "A" Gasoline and Flying "A" Ethyl Gasoline, provided, however, that Seller may at any time discontinue the marketing of any brand or grade of gasoline, either generally or in Buyer's territory, in which event Seller and Buyer shall be released from all obligations hereunder relating to the purchase and sale of such brand or grade of gasoline, but no other.

3. PRICES: Buyer agrees to pay Seller for all deliveries hereunder, the base price, inclusive of \$.045 per gallon State Motor Vehicle Fuel Tax but exclusive of Federal Excise Tax, posted by Seller at time for place, quantity and method of delivery, less the following discounts:

\$.01 per gallon for Flying "A" Gasoline.

\$.01 per gallon for Flying "A" Ethyl.

For information only, Seller's prices to Buyer on this basis, as of date hereof, for truck deliveries of 400 gallons or more at Redlands exclusive of Federal Tax, are:

Gasoline	Posted Price, ex. Fed. Tax	Buyer's Price, ex. Fed. Tax
Flying "A"	\$.193	\$.183 per gallon*
Flying "A" Ethyl	\$.213	\$.203 per gallon*

*Add \$.005 per gallon deliveries of 200 to 399 gallons.

Add \$.01 per gallon deliveries of 40 to 199 gallons.

For truck and trailer deliveries of above products, into Buyer's storage, an additional discount of \$- per gallon will be allowed. Maximum prices, subject only to increases in taxes as hereinafter provided to be paid by Buyer for deliveries hereunder, shall be \$.015 per gallon over Buyer's price, as of date hereof, for quantity delivered, as herein indicated.

TAXES: Any tax or any increase in tax, levied by governmental authority, now or hereafter in effect, except as specifically included in the prices specified herein, and in any manner affecting sale or delivery hereunder, shall be added to each of the prices specified herein and shall be paid by Buyer.

5. DELIVERIES: All products shall be delivered with reasonable promptness on Buyer's orders and Seller shall make deliveries in its usual manner. Seller shall make deliveries during business hours only and not on Sundays or holidays, except at Seller's option. Deliveries shall be made in fairly equal quantities and Seller reserves the right to refuse deliveries in abnormal quantities or in quantities in excess of Buyer's usual requirements. No deliveries shall be made into fuel tanks of automotive equipment or in quantities of less than 40 gallons. The quantity of each delivery of gasoline hereunder shall be determined at the time of delivery by volumetric measurement of the containers from or into which delivery is made or by meter attached to the delivery equipment, at Seller's option. Said quantity shall be shown on delivery ticket issued by Seller covering such delivery, and shall be accepted as final by both parties.

6. THE CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS CONTRACT.

City of Redlands

Buyer

TIDE WATER ASSOCIATED OIL COMPANY

By: [Signature] City Mgr.
Title

By: [Signature]
Asst. Mgr. - Wholesale Sales

Witness:

[Signature] City Clerk

7. **CLAIMS:** Buyer waives any claim against Seller as to price or quantity of any delivery of products hereunder, unless such claim is made by Buyer to Seller in writing within forty-eight (48) hours after such delivery.

8. **DRUMS:** All fifty-five (55) gallon drums, which are furnished by Seller to Buyer, shall remain the property of Seller and are loaned by Seller to Buyer, for the period of this contract. If not returned in good condition within ninety (90) days after termination of this contract, they will be charged to Buyer, and Buyer agrees to pay Seller's established drums charge.

In the event Seller places in effect a different policy with regard to the sale, loan or otherwise furnishing of drums and containers, which policy shall be applicable to all its customers, Buyer agrees such policies shall be applicable to deliveries under this contract.

9. **PAYMENTS:** Buyer shall make payments hereunder on such terms as Seller may specify from time to time, and if Buyer fails to do so, then at Seller's option all sums owing hereunder shall become immediately due and payable, and Seller may terminate this agreement or refuse all further deliveries hereunder.

10. **FORCE MAJEURE:** Seller shall not be liable in damages or otherwise when deliveries are prevented, delayed or otherwise affected, or changes in quality or discontinuance of any of its types or sizes of containers are necessitated, by or in connection with an embargo, order, requisition or request of any government or acting authority, Act of God, fire, storm, flood, earthquake, war, strike, industrial disturbance, accident, inability to secure supplies in the open market, failure or impairment of Seller's supplies or the facilities of production, transportation, manufacture or distribution regularly used in the ordinary course of Seller's business, joinder of Seller in any curtailment, rationing or proration program, whether voluntary or involuntary, or any other causes whatsoever beyond Seller's control, whether or not similar to the causes enumerated herein. Buyer may purchase elsewhere, but without recourse to Seller, any product which Seller fails to deliver because of any such causes. Upon cessation of such causes, deliveries shall be resumed hereunder, but not beyond the period hereof, nor, except by mutual agreement, in any greater amounts than required to be delivered during the unexpired period of the contract, excluding amounts undelivered during the period Seller is excused from making deliveries. If any such causes hinder or delay Seller from making deliveries to all its customers, failure to make deliveries to Buyer, in whole or in part, while making deliveries to others, shall not be a violation of the contract. Seller may apportion its available supply among its customers in such manner as it may determine.

11. **BRANDS:** Seller, in its uncontrolled discretion, may at any time change the brand name or any distinctive designation of any of its products. Should it do so, this contract shall be deemed to cover products of the new names or designations to the same extent as if said names or designations were specifically set forth herein.

12. **WAIVER:** The waiver of any breach of any of the provisions hereof shall not be deemed a waiver of any succeeding or other breach.

13. **EXECUTION AND EFFECT:** This contract supersedes all agreements of a prior date between the parties hereto or their predecessors in interest, relating to the subject matter hereof, and releases the parties from any and all past or future obligations, claims or liabilities thereunder, excepting only that Buyer agrees to pay Seller in accordance with its delivery tickets or statements rendered for all products delivered to Buyer thereunder. This contract shall not be assigned by Buyer, or by operation of law, without Seller's prior written consent. This contract contains the entire agreement between the parties, there being no oral promises, representations or warranties affecting it. Subject to the provisions of this Article, this contract shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns. This contract or any modification thereof shall not be binding upon Seller until signed on its behalf by its proper manager. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

CONTRACT

Filemaker Associated for
Gasoline 8-1011 for 1953.

Filed 2/10/53

Attest:

Harry R. Whaley
City Clerk

E. Montgomery
Deputy